

CONTRACT

THIS CONTRACT is entered into between the Florida Fish and Wildlife Conservation COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 (hereinafter referred to as the "COMMISSION") and Applied Aquatic Management, Inc., whose address is Post Office Box 1469, Eagle Lake, Florida (hereinafter referred to as the "CONTRACTOR"), to provide aquatic plant control services in the St. Johns River Water Management District – as the primary CONTRACTOR.

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The CONTRACTOR shall provide the services, products, and perform the specific responsibilities obligations, as set forth in the Scope of Work (Attachment A). The CONTRACTOR does hereby agree to perform such services as outlined in FWC Solicitation No. FWC10/11-77 and the CONTRACTOR's response thereto, incorporated herein by reference, and in accordance with the Scope of Work (Attachment A), attached hereto and made a part hereof.

The purpose of this Contract and attachments is for the CONTRACTOR to provide all labor, equipment, and herbicides needed for control of aquatic plants for areas outlined on the work plan pages for the St. Johns River Water Management District eligible public water bodies as stated on the attached List of Survey Waters (Attachment D).

2. **PERFORMANCE.** The CONTRACTOR shall perform the services described in the Scope of Work (Attachment A) in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the CONTRACTOR. The CONTRACTOR shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall procure all supplies; pay all charges, fees, taxes and incidentals that are required for the completion of this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, Florida Statute (F.S), and all other applicable laws, rules and ordinances.

The COMMISSION does hereby retain the CONTRACTOR to provide aquatic plant control services in the St. Johns River Water Management District on a Task Assignment basis (copies of the Task Assignment Notification Form and the Task Assignment Change Order Form are attached hereto and made a part hereof as Attachment B and C, respectively) as defined herein and the CONTRACTOR does hereby agree to perform such services as outlined in FWC10/11-77 and the CONTRACTOR's response thereto. The CONTRACTOR does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments named herein which are attached hereto and incorporated by reference. Any terms and conditions of this Contract which vary from those contained in the solicitation or the CONTRACTOR's response thereto shall have precedence. The CONTRACTOR has been determined to be a vendor to the COMMISSION under this Contract.

To ensure successful completion of the aquatic plant management services, the CONTRACTOR shall have available on-site applicator(s) that are certified by the Florida Department of Agriculture and Consumer Services with a Restricted Use Pesticide License in the Aquatic Pest Control category. The CONTRACTOR must be available to perform all application services under this Contract. Any changes in personnel mentioned herein must be submitted to and approved in advance by the COMMISSION's Contract Manager.

The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

3. **TERM.** This Contract shall begin upon execution by both parties. This is a five-year contract. In accordance with Section 287.058(2), Florida Statutes, the CONTRACTOR shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract nor after the termination date of the Contract. This contract can be renewed, either annually or comprehensively, for an additional term which shall not, in total, exceed a period of five (5) years. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the completion date of the Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR and the availability of funds.

4. **COMPENSATION.** As consideration for the services rendered by the CONTRACTOR under the terms of this Contract, the COMMISSION shall pay the on a combination fee schedule/cost reimbursement basis for work completed as specified in each executed Task Assignment. For aquatic plant control services, the CONTRACTOR shall be compensated on a fee schedule basis in accordance with the rates outlined in Attachment E. For the purchase of authorized herbicides/adjuvants, the CONTRACTOR shall be compensated on a cost reimbursement basis in the amount of the actual cost. All travel and incidental expenses are included in the fee schedule amounts of this Contract. **No minimum amount of work is guaranteed under this Contract.**

Funding under this Contract shall be authorized by and for each executed Task Assignment as issued by the COMMISSION. The CONTRACTOR is not authorized to perform any services or purchase any commodities that exceed the funding amount authorized for each Task Assignment. Upon completion and final payment of a Task Assignment invoice, any funds remaining from that particular Task Assignment shall be unencumbered by the COMMISSION. The CONTRACTOR hereby agrees that the CONTRACTOR shall not commence work on a Task Assignment until said Task Assignment has been fully executed by both the COMMISSION and the CONTRACTOR.

All rates provided in Attachment E shall be current and effective during the first twelve (12) months of this Contract. The CONTRACTOR may request an increase in price, based on the Consumer Price Index (CPI), but not to exceed 5%, for each year after the initial year of the contract and for each year of the possible renewal periods. The request to increase the rates must be made in writing to the COMMISSION and must be supported by a detailed justification which warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for a request to be considered by the COMMISSION. The COMMISSION shall review the CONTRACTOR's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase (not to exceed 5% in any one year) shall be authorized by formal amendment to the Contract.

5. **PAYMENTS.** The COMMISSION shall pay the CONTRACTOR for satisfactory service upon submission of invoices, accompanied by required reports and chemical invoices, and after acceptance of services and deliverables in writing by the COMMISSION's Contract Manager. Each invoice shall include the COMMISSION Contract Number, the Task Assignment Number and the Remit Address. The COMMISSION shall not provide advance payment. All invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR shall submit invoices to the COMMISSION by the 20th of the month following the month in which services were performed. The final invoice must be submitted to the COMMISSION by the date set by the COMMISSION's Contract Manager, to assure the availability of funding for final payment.

The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements, the CONTRACTOR shall comply with the minimum requirements set forth therein. Invoices for the cost reimbursement portion of Task Assignments shall be accompanied by supporting documentation and other requirements as follows:

Materials/Supplies/Herbicides - Must be documented by itemizing and including copies of receipts or invoices showing price charged for materials/supplies/herbicides.

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3428. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

For Contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

6. **CONTRACTOR ELIGIBILITY AND COMPLIANCE WITH LAW.** The CONTRACTOR shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall provide all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of work conducted under this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

7. **MYFLORIDAMARKETPLACE VENDOR REGISTRATION/ AND TRANSACTION FEE.** In accordance with Rule 60A-1.030 of the Florida Administrative Code (FAC), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

Pursuant to section 287.057(23), Florida Statutes (2002), all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any items(s) if such items(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

8. **TERMINATION.** This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud, willful misconduct, or breach of this Contract. The COMMISSION may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work and services. Upon termination of this Contract, the CONTRACTOR shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

9. **TAXES.** The CONTRACTOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Taxes will be reimbursed for cost of herbicides if shown on chemical invoice being submitted with the monthly invoice.

10. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

CONTRACTOR's Contract Manager:

Paul C. Myers, Jr.
Applied Aquatic Management, Inc.
Post Office Box 1469
Eagle Lake, Florida 33839
(863) 533-8882

COMMISSION's Contract Manager:

Kat Ethridge
FL Fish and Wildlife Conservation Commission
3900 Commonwealth Boulevard, M.S. 705
Tallahassee, Florida 32399-3000

11. **AMENDMENT.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the CONTRACTOR's cost or the term of the Contract shall require a formal amendment.

12. **RELATIONSHIP OF THE PARTIES.** The CONTRACTOR shall perform as an independent CONTRACTOR and not as an agent, representative, or employee of the COMMISSION. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the CONTRACTOR and the COMMISSION.

13. **INSURANCE.** To the extent required by law, the CONTRACTOR will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the CONTRACTOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the CONTRACTOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent CONTRACTORS, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The CONTRACTOR shall secure and maintain comprehensive general liability coverage with limits of not less than \$100,000.00 per occurrence and \$300,000.00 annual aggregate for bodily injury, and not less than \$100,000.00 per occurrence and \$300,000.00 annual aggregate for property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000.00 combined single limit for bodily injury and property damage. The CONTRACTOR's current certificate of insurance shall indicate the COMMISSION as an additional insured, and shall contain a provision that the insurance will not be canceled for any reason during the term of this Contract except after thirty (30) days written notice to the COMMISSION's Contracts Manager.

14. **PUBLIC RECORDS.** Records made or received in conjunction with this contract may be public records under Chapter 119, Florida Statutes. This Contract may be unilaterally canceled by the COMMISSION for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

15. **RECORD KEEPING REQUIREMENTS.** The CONTRACTOR shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principals. The CONTRACTOR shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Contract.

16. **LIABILITY.** The CONTRACTOR shall save, hold harmless and indemnify the State of Florida and the COMMISSION against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the acts or omissions of the CONTRACTOR, or any of the employees, agents or representatives of the CONTRACTOR.

17. **NON-DISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

18. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

19. **PUBLIC ENTITY CRIMES.** In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, CONTRACTOR, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

20. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

21. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Contractor shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

22. **PRIDE.** It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North
St. Petersburg, Florida 33716
Phone (727) 572-1987

23. **NON-ASSIGNMENT.** This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

24. **PROHIBITION OF CONTINGENT FEES.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, COMMISSION, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

25. **REMEDIES.** The CONTRACTOR shall perform the services in a proper and satisfactory manner as determined by the COMMISSION. If the COMMISSION determines that the CONTRACTOR or successors are in violation of the terms of this Agreement, it may take any of the following actions, after 15 day written notice to the CONTRACTOR or successors to correct the violation: 1) the COMMISSION may itself correct the violation, including but not limited to obtaining replacement for all or any part of the services or products to be provided under this Agreement, and demand payment from the CONTRACTOR for all costs associated with such action; 2) the COMMISSION may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Agreement, including but not limited to the costs of replacement services or products, and any other damages permitted by law. In any enforcement action the COMMISSION shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. The COMMISSION's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

26. **SEVERABILITY AND CHOICE OF VENUE.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

27. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

28. **JURY TRIAL WAIVER.** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract; including but not limited to any claim by the CONTRACTOR of quantum meruit.

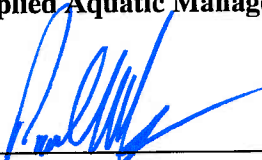
29. **ENTIRE AGREEMENT.** This Contract with all incorporated attachments represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

30. **OTHER GOVERNMENT AGENCIES.** Other State of Florida Government entities (Entity) may purchase from this Contract provided such use of the Contract has been determined to be cost effective by the Entity and in the best interest of the State. The CONTRACTOR has the option of selling the services described in this Contract to other State of Florida governmental entities at the CONTRACTOR's discretion. Eligible users of the Contract include other State of Florida Agencies

(including members of the State University system and Community College System), Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other local public agencies or authorities. The general terms and conditions of this Contract shall apply to the services procured by other Entities referencing this Contract.

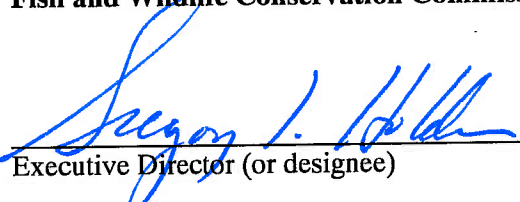
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed through their duly authorized signatures on the day and year last written below.


Applied Aquatic Management



Print Name: Paul C. Myers, Jr.
Title: Executive V.P.
Date: 08-16-11

Fish and Wildlife Conservation Commission



Executive Director (or designee)
Date: 09.06.11


Contract Manager (or designee)

Approved as to form and legality:



FWC Attorney

Attachments in this Contract include the following:

Attachment	A	Scope of Services
Attachment	B	Task Assignment Notification Form
Attachment	C	Task Assignment Change Order Form
Attachment	D	List of Survey Water Bodies within the St. Johns River Water Management District
Attachment	E	Rate Schedule

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SCOPE OF SERVICES

The work to be performed consists of the selected Contractor (Contractor) furnishing all labor, equipment, and herbicides as described herein for the control of aquatic plants, specifically within the areas outlined and generally as needed in eligible public waters within the boundaries of the St. Johns River Water Management District. The location of work sites and the priority of herbicide applications to control aquatic plants will be specified by the Florida Fish and Wildlife Conservation Commission (Commission).

The work will be performed under the supervision of a Site Manager designated by the Commission who may be on the work site at any time during any given working period. The Commission Site Manager will also be responsible for inspecting and approving all work. The Commission has twenty (20) working days to inspect and approve the services for payment upon receipt of completed Report of Operations form, attached hereto as Exhibit A, documenting the work performed by the Contractor, and a correct invoice.

All herbicides shall be used in accordance with the EPA Label. The Contractor shall be liable for any penalty, fines or damages resulting from the misuse of herbicides.

After full execution of a Task Assignment, the Commission's Site Manager shall notify the Primary Contractor, by facsimile or email, when it is determined that aquatic plant management services are needed. This written notification shall include the work locations and plant species to be controlled in a general scope of work, and the approximate amount of time anticipated for this work to be accomplished, called the work period. The Primary Contractor must reply in writing (either by email or facsimile) to the Commission's Site Manager within one working day (24 hours) to verify that the Primary Contractor will be able to commence operations within five (5) working days of the notice. If the Primary Contractor does not respond within one working day, or if the Primary Contractor is unable to commence operations within five (5) days after receipt of the written notification by the Commission's Site Manager, the Commission will contact the Secondary Contractor. **The Contractor may not begin work until authorized by the Commission's Site Manager in writing (including email or facsimile).**

The estimated crew operating time is 1,000 hours per year, but may range as high as 1,500 hours if unforeseen problems develop. The Commission reserves the right to increase the crew operating time as needed to maintain desired levels of vegetation. The Contractor is guaranteed a minimum of 16 crew operating hours for each work period assigned under an executed Task Assignment Notification Form. All work shall be conducted Monday through Friday, unless approved in advance by the Commission's Site Manager. No work shall be conducted on, or within seven (7) days prior to federal or state-observed holidays unless approved in advance by the Commission's Site Manager. The Contractor's work week shall not exceed 40 hours and a work day shall not exceed ten (10) hours without prior approval from the Commission's Site Manager. The Contractor shall be prepared to commence management operations (i.e. leave the boat ramp headed for the control site) at or before 8:00 A.M. in order to maximize effective work time before wind and rain can interrupt operations.

Obligations of the COMMISSION

The Commission agrees to be responsible for the following:

- A. Instruct the Contractor on the areas and plants to be controlled and provide the Contractor with directions, maps, coordinates, or other information to locate work sites.
- B. Locate launch sites for the Contractor's equipment as close as possible to the various work sites.
- C. Coordinate work assignments with the Contractor utilizing the Commission's Site Manager.
 1. The Site Manager shall notify the Contractor via e-mail or facsimile regarding impending work periods.
 2. Notifications shall include:

- a. Water bodies or work site within the water body, plant types and approximate amounts that are in need of control, and,
 - b. Approximate length of work period.
- D. Determine the types of herbicide(s) and adjuvants to be used at each control area and the rate of application.
- E. The Commission reserves the right to modify work plans as needed.

Obligations of the Contractor

- A. The Contractor shall at all times provide an herbicide applicator certified with a Florida Department of Agriculture and Consumer Services, Restricted Use Pesticides License in the Aquatic Pest Control category as part of each on-site work force. Any non-certified applicators must be under the direct visual supervision of an applicator, provided by the Contractor, who has the certification as specified above.
- B. The Contractor shall respond to the Commission's Site Manager's notification of a pending work period, via e-mail or facsimile, within one (1) work day after receiving the notification.
 - 1. The Contractor shall either confirm the ability to commence operations, or explain why the Contractor cannot commence aquatic plant management operations within five (5) days of the Site Manager's notification.
 - 2. If confirmed, the Contractor shall commence aquatic plant management operations within five (5) days of the Commission's Site Manager's notification.
 - 3. The Contractor shall contact the Commission's Site Manager by phone, facsimile, or e-mail at the beginning and end of each work day and relate to the Site Manager the approximate work accomplished that day as well as approximate, if any, work remaining.
 - 4. The Contractor shall commence work (i.e. leave the boat ramp headed toward the control site) at or before 8:00 A.M. each work day as approved by the Commission's Site Manager.
- C. The Contractor shall perform work in a manner that maximizes cost-effective control of target plants while protecting to the greatest degree practicable, non-target flora and fauna, the environment, and the public from work operations.
- D. The Contractor shall have all vessels prominently marked with the Contractor company name and telephone contact number.
- E. The Contractor shall arrive at the beginning of each work period with factory sealed herbicide and spray additive containers required to make the necessary herbicide applications.
- F. The Contractor shall supply and post signs indicating applicable water use restrictions at access points in the treatment area and at appropriate shoreline locations. The Contractor shall also be responsible for the removal of the signs once the use restriction period is over.
- G. The Contractor shall properly dispose of all herbicide and adjuvant containers.
- H. The Contractor shall have, at each work site, a properly functioning wind meter and a properly functioning oxygen meter.
 - 1. The Contractor shall record wind readings prior to starting and hourly during all liquid phenoxy or phenoxy-like herbicide applications pursuant to the Department of Agriculture and Consumer Services rules in Chapter 5E-2, F.A.C.

2. The Contractor shall take oxygen readings each day before commencing management operations and contact the Commission's Site Manager before commencing management operations if the dissolved oxygen level is below five (5) parts per million.
- I. The Contractor shall provide the Commission's Site Manager, at the end of each work week, with a written record completed on Report of Operations form that contains the following information:
 1. total gallons/pounds of each herbicide and adjuvant applied;
 2. total number of acres for each type of aquatic plant treated;
 3. total hours of operating time;
 4. total hours of lay time;
 5. total hours of adverse weather lost time;
 6. water quality (dissolved oxygen) measurements when required;
 7. wind data measurements as applicable under Florida Pesticide Law and Rules;
 8. number of water use restriction signs/stakes posted; and
 9. any other information required by the Commission.
- J. The Contractor shall submit an invoice to the Commission's Tallahassee business address no later than the 20th of the month following a month in which aquatic plant control was performed. Only work for which the Commission's Site Manager received a Report of Operations documenting work performed will be considered for payment.
- K. The Contractor shall furnish the following equipment:
 1. A minimum of two (2) airboats with six (6) or eight (8) cylinders, in good working condition, capable of safely hauling at least 400 pounds of herbicides on a plane from the shore to the control site. The airboats shall be able to operate for sustained periods at slow speeds required for herbicide application. The airboats shall be in fully operational condition including herbicide delivery systems, spare parts, fuel, lubricants, and other supplies normally required for operation, along with safety equipment. A direct metering apparatus for applying liquid formulation herbicides is acceptable in many cases; however, water quality at some sites may be such that clean water must be hauled to the control site. Therefore, at least two (2) airboats shall be equipped with a 50-100 gallon spray tank with built in mechanical agitation, and a pump capable of delivering at least ten (10) gallons per minute. The liquid formulation spray assembly must be equipped with a handgun with a spray swath of 20-30 feet for controlling floating or emergent plants. A boom with weighted trailing hoses (at least five (5) feet) must be provided to apply herbicides to extensive stands of submersed vegetation. At least two (2) of the aforementioned airboats must also be equipped with spreaders to evenly apply granular or pelletized herbicide formulations at a rate of approximately 40 pounds in 5-8 minutes. The spreader can be a blower or mechanical broadcaster provided operation of the device does not cause breakage of the herbicide pellets or excessive dust.
 2. Transport truck(s) shall be provided with boat trailer(s) to be of sufficient size to carry required herbicides and supplies for the work period, and safely haul the crew and airboat(s). The truck(s) and trailer(s) shall be furnished and fully operational including spare parts, fuel, lubricants, and other supplies normally required for operation.
- L. The herbicide and spray additives to be provided and applied by the Contractor are listed below:
 1. 2,4-D Amine - dimethylamine salt 2,4-Dichlorophenoxyacetic acid containing at least 3.75 pounds of the active acid equivalent per gallon, isomer specific by the AOAC method.
 2. Aquathol K
 3. Aquathol Super K
 4. Copper chelate
 5. Diquat

6. Glyphosate – containing 5.4 pounds per US gallon of the isopropyl amine salt of glyphosate or 4.0 pounds per US gallon of the acid, glyphosate
7. Hydrothol
8. Imazamox
9. Imazapyr
10. Kinetic
11. Triclopyr

NOTES:

- a) Spray adjuvants and the type of herbicide to be used for a particular plant type and rate of application shall be determined and approved by the Commission's Site Manager prior to use.
- b) Fluridone, imazamox, penoxsulam, or other herbicides may be used and supplied by the Commission.
- c) All herbicides must be EPA registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration to be applied in ponds, lakes, reservoirs, marshes, bayous, ditches, canals, rivers, and streams. These herbicides are to be provided as needed depending on the type of vegetation to be controlled.
- d) The Commission reserves the right, at its option, to furnish any or all of the herbicides and spray additives in lieu of reimbursing the Contractor for purchasing herbicides.

Time Eligible and Ineligible for Reimbursement:

- A. Eligible crew operating time: The time the spray crew spends during the workday performing an aquatic plant control operation in accordance with this solicitation. Eligible crew operating time includes airboat use from launch site to and including herbicide spray operations, approved survey time and travel time from spray site to spray site and return to launch site. Eligible crew operating time also includes: reasonable travel time between the Commission's Site Manager's office facilities and the designated work site (only if the Contractor is requested to report to the Site Manager's office regarding control operations), actual spray operations on the water body, approved survey time and travel between spray sites. Eligible crew operating times does not include: travel time from the Contractor's office to the Commission's Site Manager's office, travel time from the Contractor's office or place of lodging to the designated work site, crew time for lunch and break periods, down time for equipment repair or for other crew time delays that may occur that halt spray operations.
- B. Eligible adverse weather lost time: During the contract period it is expected that adverse weather (rain and/or wind) will affect the Contractor's crew and equipment operating time. Therefore, in order to minimize the government's expense and Contractor's labor and equipment cost, the Commission will allow the Contractor to charge three (3) hours maximum per workday to the contract for adverse weather lost time with the Commission's Site Managers approval. The intent of the adverse weather lost time cost is to allow the Contractor to recover some costs if and when contract operations must be halted due to weather conditions.
- C. Eligible snagging and pushing: Removal of physical obstructions such as wind-fallen timber or pushing floating islands or masses of vegetation to gain access to target plants that are significant to the overall control effort, to provide alternate channels that will require less vegetation management, or that can be shown to otherwise benefit the aquatic plant control operations, may be required. All snagging and pushing work must be approved in advance by the Commission's Site Manager.

Attachment E

Fee Schedule

St. Johns River Water Management District – Private Contract
Applied Aquatic Management, Inc. – Primary Contractor

<u>Service</u>	<u>Unit Price per Hour</u>
A. Chemical Control (Contractor furnished airboat, spray system and crew)	<u>\$55.00</u>
B. Snagging	<u>\$45.00</u>
C. Pushing	<u>\$45.00</u>

Notes:

Adjuvants (drift control, spreading, penetrating agents, etc.) may be used to optimize herbicide effectiveness and should be figured in the respondent's unit price for herbicide.

The Commission reserves the right, at its option, to furnish any or all of the herbicides and spray additives in lieu of reimbursement to the selected Contractor.

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TASK ASSIGNMENT NOTIFICATION FORM
Contract number: FWC

Task Assignment Number:

Task Assignment Term: Upon Execution to

Contractor Name:

Contractor's Contract Manager/Telephone:

Contractor's Site Manager/Telephone:

FWC Contract Manager/Telephone:

Task Description:

Deliverables:

Cost Reimbursement Task Assignment Amount:

Invoicing Frequency:

Funding Information:

Org Code	EO	Fund	Category	Fiscal Year	Object Code	Amount
PID:						

Approvals:

Contractor

Fish and Wildlife Conservation Commission

Contract Manager (or designee)_____
Date_____
Contract Manager (or designee)_____
Date_____
Print Name_____
Section Leader (or designee)
Invasive Plant Management Section_____
Date_____
Division Director (or designee)
Division of Habitat and Species Conservation_____
Date_____
Executive Director (or designee)_____
Date

cc: Contracts Office
 Finance and Budget Office
 Regional Biologist

TASK ASSIGNMENT CHANGE ORDER FORM
Contract Number FWC

Task Assignment Number:

Change Order Number:

Date:

Task Assignment Term:

Contractor Name:

Contractor's Contract Manager:

FWC Contract Manager:

FWC Site Manager:

Description of Change:

CHANGE IN TASK AMOUNT

<u>Item</u>	<u>Cost Reimbursement</u>
Original task amount:	\$
Task amount prior to this change order:	\$
Net decrease in task amount:	\$
Task amount with all change orders:	\$

CHANGE IN TASK TERM

Original task completion date:
 Completion date prior to this change:
 Net increase/decrease in task period:
 Completion date with all change order:

Change in Funding Information:

Org Code	EO	Fund/FID	Category	Fiscal Year	Obj. Code	Amount
PID:						

Approvals:

Contractor

Fish and Wildlife Conservation Commission

Contract Manager (or designee) Date_____
Contract Manager (or designee) Date_____
Print Name_____
Section Leader (or designee) Date
Invasive Plant Management Section_____
Division Director (or designee) Date
Division of Habitat and Species Conservation_____
Executive Director (or designee) Date

cc: Contracts Office
 Finance and Budget
 Regional Biologist

Attachment D

List of Survey Water Bodies within St. Johns River Water Management District

Water Body

Brevard
Indian River
Lake
Orange
Seminole
Volusia

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Amendment Number 1

This Contract as entered into on the 6th day of September, 2011 between the Florida Fish and Wildlife Conservation Commission (hereinafter referred to as the "COMMISSION"), and Applied Aquatic Management, Inc. (hereinafter referred to as the "CONTRACTOR"), is hereby amended as follows:

In Consideration of the mutual covenants and conditions set forth herein and in the original contract, the parties agree to amend the original contract as follows, which amendments shall govern to the exclusion of any provision of the original contract to the contrary:

Attachment E (page 16), Service A, B and C of the original contract is hereby amended to read as follows:

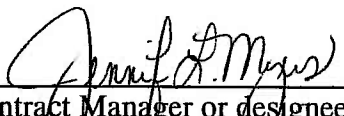
<u>Service</u>	<u>Unit Price per Hour</u>
A. Chemical Control (Contractor furnished airboat, spray system and crew)	\$56.10
B. Snagging	\$45.90
C. Pushing	\$45.90

All provisions of the original contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

Applied Aquatic Management, Inc.

Florida Fish and Wildlife Conservation Commission

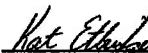

(Contract Manager or designee)

Executive Director (or designee)

Jennifer L. Myers
(Printed Name)


Date

Title: CFO


Contract Manager (or designee)
Invasive Plant Management Section

Date: 12.10.12

Approved as to form and legality:


FWC Attorney